

TRIPURA GAZETTE



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**PART--I-- Orders and Notifications by the Government of Tripura,
The High Court, Government Treasury etc.**

**GOVERNMENT OF TRIPURA
DEPARTMENT OF FISHERIES**

No.F.4(11)-Fish(Plan)/2019-20/31914-24

Dated, Agartala, the 23rd September, 2021.

NOTIFICATION

Sub.:- Lease Policy for Govt. owned water bodies of Tripura - 2021.

The Governor of Tripura is pleased to accord sanction to the Lease Policy for Govt. owned water bodies of Tripura - 2021 aiming at optimum use of Govt. owned water bodies for enhancement in fish production and for generation of employment as well as for better contribution to food and nutritional security of the people of Tripura.

1. Title of the Policy:

Lease Policy for Govt. owned water bodies of Tripura – 2021.

2. Vision of the Policy:


Development of Fisheries and aquaculture in a sustainable way through adoption of scientific fish farming, investment and entrepreneurship development, taking eco-friendly approach to create a continuum for livelihood, food and nutritional security of the people of Tripura.

3. Duration of the Policy:

The Lease Policy for Govt. owned water bodies of Tripura shall come into force on and from the date of their publication in the Official Gazette of Tripura. This Lease Policy shall be applicable to all water bodies owned or managed by Government of Tripura.

4. The “Lease Policy for Govt. owned water bodies of Tripura – 2021” is herewith annexed.

By order of the Governor,


(Deepa D. Nair, IFS)
Secretary to the

Government of Tripura

DEFINITIONS

In this Policy, unless the context otherwise requires:-

- a. **“Khas land Water body”** means water body, not being private water body and include derelict water bodies or water-logged land, swamps, depressed lands and seasonal water area, which can be brought under or converted as water body after reclamation, renovation or excavation by making cross bundhs in between hilly enclaves belonging to State Government.
- b. **“Aquaculture”** shall mean the breeding, rearing and harvesting of fish, shellfish, algae and other aquatic organisms in all types of aquatic environments.
- c. **“Competent Authority”**, means in relation to any provision, any person or authority authorized by the State Government by notification to perform the functions of the Competent Authority for the purpose of that provision.
- d. **“Fishery”** means any activity or occupation connected with conservation, development, propagation, protection, exploitation or disposal of fish and fish products or any place or water area where such activity or occupation is carried on and included a tank fishery.
- e. **“Fish Farmer”** includes a person who owns and culture in water body himself / herself as well as a person who may or may not own water body but culture in leased in water body from others.
- f. **“Farmer groups”** includes Self-Help Groups, Joint Liability Groups, Farmer Producers Organizations (FPOs) / Companies and the like.
- g. **“Government”** means the State Government of Tripura.
- h. **“Lease means”** a contract between the Land owner –Lessor Department and the Lessee - Pisciculturist by which the Land owner - Lessor Department conveys use of his/her water body to the Lessee –Pisciculturist for pisciculture for a specified period for a consideration based on an agreement with terms and conditions mutually agreed by the Land owner - Lessor and the Lessee Cultivator.
- i. **“Lessee - Pisciculturist”** means a person who leases in the water body in Govt. owned *Khas* land for the purpose of Pisciculture against a consideration in cash payable to the Land owner - Lessor Department as per the lease agreement.
- j. **“Land owner – Lessor Department”** means a Department under the Govt. of Tripura who owns water body in ‘*Khas*’ land has leased out that water body to a “Lessee – Pisciculturist”, under mutually agreed terms and conditions.
- k. **“Leasing in”** means the use of water body by a Lessee –Pisciculturist for a consideration which could be in cash.
- l. **“Leasing out”** means the transfer of water body by a Land owner – Lessor Department to a Lessee - Pisciculturist for an agreed lease period for a consideration which could be in cash.
- m. **“Pisciculture”** or fish farming is a process of breeding, raising and transportation of fishes for domestic and commercial purposes. However, there are primarily three types of pisciculture. They are Monoculture, Polyculture and Monosex Culture.
- n. **“Pisciculturist”** means a person who practices pisciculture or is devoted to the breeding and rearing of fishes in controlled conditions.
- o. **“TTAADC”** means Tripura Tribal Areas Autonomous District Council.

1. PREAMBLE:

Tripura is a small hilly state located at North Eastern part of India. Fish is one of the most important constituents of the daily diet of 95% populace and providing opportunities of self-employment, especially in the rural sector. Fisheries and aquaculture contribute 3.89% of Gross State Domestic Product (GSDP) during 2020-21(Q) among the primary sectors in Tripura making it one of the most lucrative food producing sectors in the state. The role played by Fisheries Department of Tripura towards meeting the food security of State's population is significant. The annual per capita consumption of fish, percentage of fish consuming families and average price of fish in retail market are reported to be highest in this State among the non-coastal states of the country. Fish plays an important role in fighting hunger and malnutrition and is the main source of animal protein in the state. In spite of substantial increase in local fish production and its availability, considerable gap yet remains between demand & supply of fish and fish also continues to be imported from other State of the country and neighboring country Bangladesh. The per capita fish consumed in the State during 2019-20 was 25.30kg (19.37 kg local + 5.93 kg import).

Fish remains an important favored food commodity as well as provides a great source of nutrition, income and livelihoods for nearly 1,93,259 people (nearly 5% of total populace) having ST- 42.03% and SC- 16.88% in Tripura with 28803.40 ha water area under fish culture and average fish productivity 2717 kg/ha (as per Departmental Survey-2019-20). The fish seed producers through adopting scientific seed production techniques have helped the state to achieve self-sufficiency in fish seed production. Among agriculture and livestock based farming sectors aquaculture provides better economic return to farmers in the state; thus making fisheries and aquaculture a game changing livelihood sector in Tripura.

2. VISION OF THE POLICY:

Development of Fisheries and aquaculture in a sustainable way through adoption of scientific fish farming, investment and entrepreneurship development, taking eco-friendly approach to create a continuum for livelihood, food and nutritional security of the people of Tripura.

3. OBJECTIVES OF LEASE POLICY:

The specific objectives of Lease Policy for Govt. owned water bodies of Tripura are:

- a.** To optimally utilize and sustainably develop of all Govt. 'Khas' land water bodies for Scientific Pisciculture.
- b.** Effective management of all Govt. 'Khas' land water bodies in an ecologically sound, economically viable and socio-culturally compatible manner.
- c.** To increase fish production and productivity in the State and enhance incomes of fishers and fish farmers towards improving their living standards and ushering economic prosperity.
- d.** To ensure uniformity in leasing process for all water bodies under the possession of various Departments of the Govt. of Tripura.
- e.** To ensure uniformity in upset price all over the State.
- f.** To prevent the unlawful activity using the Govt. water bodies.

- g. To ensure food and nutritional security by increasing the per capita availability of quality fish.
- h. To generate entrepreneurial and employment opportunities through public and private investment in fisheries and aquaculture sector.
- i. To generate revenue by leasing out Govt. water bodies for aquaculture.

4. RATIONALE FOR LEASING AND LEASING POLICY:

4.1. The Lease Policy for Govt. owned water bodies of Tripura has been formulated for sustainable use of all Govt. 'Khas' land water bodies for Scientific Pisciculture. The water bodies can broadly be categorized as follows:

- a. Water bodies under Department of Fisheries,
- b. Water bodies owned by other Departments

4.2. At present, there are 1502 nos. of water bodies having area of 645.54 ha in Government *Khas* land which are mostly remained underutilized in terms of fish production. There is possibility for creation of large water areas in near future in land owned by different Departments. Utilizing these water bodies to their full production potential will enhance the fish production in the state by manifold.

4.3. As of now, there is no uniform leasing policy for Govt. 'Khas' land water bodies. As per necessity of different Department under the State Government, water bodies are utilizing under their possession. As a result, potential resources are left behind which could have been utilized for production of fish and generation of income and employment.

4.4. Without a uniform leasing policy for Govt. 'Khas' land water bodies, the aspiration of fish farming communities are being neglected.

4.5. By adopting uniform leasing policy, all Govt. 'Khas' land water bodies could be brought under Scientific Pisciculture in order to generate livelihood and employment keeping in view of the interest of fish farming communities of the State.

4.6. Hence, the introduction of the leasing policy is the need of the hour for increasing fish production as well as employment generation by utilizing Govt. 'Khas' land water bodies of Tripura.

4.7. Leasing of these water resources will accrue the following benefits:

- a. Better utilization of water resources.
- b. Enhancement in fish production.
- c. Bridging the gap of demand against production.
- d. Revenue generation.
- e. Employment generation.
- f. More contribution to Gross State Domestic Product.
- g. Food and nutritional security of the people.

5. LEASE AND LEASING PROCEDURE:

5.1.Role of Department of Fisheries, Government of Tripura:

- a. The Fisheries Department shall act as a Nodal Department for implementation of Lease Policy for Govt. owned water bodies of Tripura-2021.
- b. The Nodal Department shall provide support in fixation of the upset price on receipt of the proposal from Lessor Department.
- c. The Nodal Department shall provide support for formation of terms & condition of e-tender / auction of water bodies on receipt of the proposal from Lessor Department.
- d. The Nodal Department shall provide overall technical support for undertaking Scientific Pisciculture in leased out water body/bodies.
- e. A representative of Nodal Department shall act as 'Member' of lease Committee for leasing out Govt. 'Khas' land water bodies.

5.2. Role of Lessor Department, Government of Tripura:

- a. The lessor Department shall intimate to the Nodal Department about the detail list of water bodies available for leasing out for Scientific Pisciculture.
- b. The lessor Department shall initiate proposal for fixation of up-set price for leasing out water bodies.
- c. The lessor Department shall lease out their own water body/bodies after getting recommendation from the lease committee formed in accordance with the Lease Policy for Govt. owned water bodies of Tripura-2021.
- d. Renovation and regular maintenance of water body/bodies shall be carried out by lessor Department.
- e. All e-tender / auction and financial transaction pertaining to leasing out of water body/bodies shall be carried out by the lessor Department.
- f. The lessor Department shall convene meeting of lease committee.
- g. The lessor Department shall formulate terms & condition of e-tender / auction of water bodies in consultation with Nodal Department.
- h. The lessor Department shall do finalization of Tender rate and handing out of water bodies to the leasee after obtaining approval from the Competent Authority.
- i. The lessor Department shall share revenue earned after leasing out of water body/bodies with all concerned Departments.
- j. In case, a lessor Department does not have sufficient man-power to look after any water body/bodies under its possession or unable to initiate for leasing out, it may hand over the water body/bodies to the Nodal Department with concurrence obtained from the Revenue Department, Govt. of Tripura.

6. RESOURCE CLASSIFICATION:

6.1. The water resources can be classified based on the following criteria:

- a. Size of the water body.
- b. Water retention period.
- c. Uses of the water body.

6.1.1. Based on size (water spread area):

Sl. No.	Area (ha/Kani)	Category
1.	Upto 0.48 ha/ 3 kani	Small water bodies
2.	More than 0.48 ha/3 kani to 2 ha/ 12.5 kani	Mediumwater bodies
3.	More than 2 ha/ 12.5 kani	Large water bodies

6.1.2. Based on water retention:

Sl. No.	Water retention period	Category
1.	12 months	Perennial water bodies
2.	More than 9 months to less than 12 months	Long seasonal water bodies
3.	Less than 9 months	Seasonal water bodies

6.1.3. Based on uses:

- a. For fish culture.
- b. For Nursery/ Rearing.

7. LEASING AUTHORITY AND APPELLATE AUTHORITY:

a. The lease committee shall be constituted with representatives of PRI bodies/urban local bodies and the officials of different departments of the Government of Tripura for making recommendation for leasing out of water body /bodies in the Government “Khas” Land for undertaking scientific Pisciculture. The composition of the committee is as follows:

i.	ZillaSabbadhipati of the concerned District/ Mayor of Agartala Municipal Corporation/ Chairman of the concerned Municipal Council/ Nagar Panchayat	: Chairman/Chairperson
ii.	District level officer of the concerned Department	: Vice-Chairman
iii.	Deputy Director of Fisheries of the concerned District	: Member
iv.	Sub-Divisional Magistrate of the concerned Sub-Division	: Member
v.	Chairman/Chairperson of Block Advisory Committee (If the water body / bodies fall under TTAADC)	: Member
vi.	Sub-Division level officer of the concerned Department	: Member-cum-Secretary

- b. Head of the concerned Lessor Department may be delegated with powers to act as Accepting Authority for rate recommended by the Lease Committee.
- c. The decision of the Head of the concerned lessor Department is considered to be final in case of any discrepancy arise during leasing out of water bodies.
- d. After accepting and getting the Govt. approval to the recommended cases of the lease Committee, the Concerned Member-cum-Secretary will arrange execution of a deed of Agreement as per prescribed format on receipt of first year's lease rent and the said Water body/bodies may be handed over to the lessee. The record of handing over shall be maintained in writing.
- e. In the case of leasing out of water body/bodies fallen under Autonomous District Council area, the prior concurrence of the TTAADC authority may be obtained after getting recommendation of the District Level lease committee during leasing out of water bodies as per prevailing procedure followed for allotment of land in TTAADC Area.

8.LEASE PERIOD:

- a. The lease period is defined by the period for which the lessee is permitted to utilize the resource for his/her/their benefit in lieu of lease money paid to the concerned lessor Department as per lease agreement. After end of the lease period, the lessee is no longer being allowed to utilize the resource for his/her/their benefit.
- b. The water area/areas shall be leased out for a period of 7 (Seven) years in order to enable the leases to avail Institutional finance, if required, for undertaking Scientific Pisciculture.
- c. The lease period shall follow the pattern of financial year which is from 1st April of a calendar year to the 31st March of the next calendar year.
- d. The extension of lease period is liable to the decision taken by the concerned Lessor Department.

9.FIXATION OF UPSET PRICE (MINIMUM LEASE VALUE):

- a. The upset price or minimum lease value offered before e-tender/ auction is to be determined by the Nodal Department on receipt of proposal from lessor Department.
- b. The Upset price shall be fixed based on Estimated Water Spread area of the concerned water body, water retention period, type and uses of the water body.
- c. In case of water body/bodies utilized for grow out culture of fish, the upset price shall be 10%, 20% and 30% of the estimated output for small water bodies, medium water bodies and large water bodies respectively.
- d. In case of water body/bodies utilized for nursery/ rearing of fish seed the upset price shall be 10% of the estimated output.

- e. The upset price for perennial water body/bodies shall be determined based on uses, the same for long seasonal water body/bodies shall be determined by two factors viz. water retention period and uses.
- f. Details of the upset price estimation are given at **Annexure-I**. Depending upon remoteness, water soil condition and other factors, leasing committee with the approval of Appellate Authority may change upset price with reason in writing.

10. LEASING METHOD:

e-tender / auction method may be adopted for leasing of water bodies to the eligible bidder as per DFPR or any other norms/guidelines issued by the Govt. of Tripura from time to time. The detailed terms and conditions for e-tender / auction including the amount of earnest money deposit / Security money to be deposited etc. shall be decided by the concerned Lessor Department after taking approval of the Competent Authority. Subsequently, a lease agreement shall be made and executed by and between the Lessor Department and Lessee following standard lease agreement as mentioned at **Annexure-IV**.

11. LEASE PREFERENCE:

The lease shall be awarded in favour of the highest bidder. However, in case of multiple bidders bidding same bid value, preference may be awarded as mentioned below:

- a. Fisheries based Co-operative societies. [1st preference]
- b. Fisheries based Self Help Groups having experience in fish farming (Certificate issued by Fishery Officer of the concerned Block/Municipal Council/Corporation has to be produced). [2nd preference]
- c. Individual Fish Farmer (preference will be given to Woman/ST/SC fish farmer) [3rd preference]
- d. Registered society of unemployed youths (having specialization in Fisheries education) [4th preference]
- e. Aquaculture based entrepreneur of the State. [5th preference]

12. MONITORING AND SUPERVISION:

For proper implementation of the Lease Policy for Govt. owned water bodies of Tripura monitoring and supervision by Competent Authority is essential. The lessor Department shall monitor and supervise all leased out Govt. 'Khas' land water bodies on regular interval and the Nodal Department shall provide technical support to all leased out water body/bodies as and when sought by lessor Department.

13. INCOME DISTRIBUTION:

i. 60% of the revenue collected as lease money may be directly deposited to the revenue head of the concerned Lessor Department of the water body. The remaining 40% may be used as:

- a. 30% of the revenue will be used by the concerned Lessor Department for utilizing fund for administrative and other developmental activities in the respective sector.
- b. 10% of the revenue shall be transferred to the Nodal Department for carrying out supervision / monitoring and skill development activities in the respective sector.

ii. In case of water body being handed over to the Fisheries Department, Govt. of Tripura, 60% of the revenue shall be deposited through revenue head of the Department. The remaining 40% shall be used for administrative cost and other developmental activities including skill development activities in the respective sector.

14. MODE OF REALIZATION OF LEASE RENT:

- a. First years lease rent is to be paid at the time of execution of Agreement. Thereafter, annual rent is to be paid by 30th April of every year by default; otherwise the water body leased out to the leasee will be taken back by the concerned lessor Department with 30 days' notice in writing.
- b. The lease rent as per agreement is to be deposited in due time in the Bank Account of the concerned Lessor Department as per norms. Outstanding payment of lease rent shall not be accepted.
- c. The lease money for each year shall be calculated in advance with 5% increase on lease money every year. The 5% increase shall be estimated on the lease value of the preceding year.
- d. The leasee agreement shall be liable to be revoked by the concerned Lessor Department subject to use of the water body/bodies under lease for any unlawful or illegal activities or activities which directly or indirectly affect the Government/ society/ environment or sole objective of the leasing policy.
- e. The leasees shall not sublet or underlet the water areas leased out to them.
- f. In case the above, terms and conditions are not complied with by the leasees, the water area shall be taken back by the concerned lessor Department and recovery of the dues will be made as of 10% panel rate of interest, the amount will be recovered as per the terms & conditions laid down in the e-tender / auction documents.
- g. In case of premature expiry of any lease agreement, the return of the lease value for the period for which lease will be cancelled will remain subject to the consideration of the Government of Tripura.
- h. The Government will have the right to revoke any lease agreement, if the resulting activities are found to be against public interest.
- i. The decision of the Lessor Department in this regard shall be final.

15. JURISDICTION OF THE POLICY:

This Lease Policy for Govt. owned water bodies of Tripura shall be applicable to all water bodies owned or managed by Government of Tripura excluding those water body/bodies which are being utilized by the respective Department (s) for demonstration or any other specific purpose (s) etc. A tentative list of Govt. 'Khas' land water bodies possess by various Departments is enclosed as **Annexure-III**.

16. CONCLUSION:

The purpose of framing Lease Policy for Govt. owned water bodies of Tripura is to configure a common framework for all Departments under Government of Tripura to utilize water body / bodies under their jurisdiction for fish farming activities through leasing out to enhance fish production and income generation from aquaculture sector simultaneously. This policy takes a rational approach in deciding uniform upset prices considering the socio-economic background of the farmer in the state. It is hoped that the policy shall promote fisheries and aquaculture-based entrepreneurship development in the state through adoption of sustainable practices.

ANNEXURE – I

1. Estimation of Upset Price (Minimum Lease Value) for ponds/tanks for grow-out culture:

- a. Anticipated Productivity: 3000 kg/ha or 480 kg/Kani
- b. Stocking rate of fingerlings: 10000 - 12000 nos./ha or 1600 – 1900 nos./Kani
- c. Average market price for fish: Rs. 250/- per Kg
- d. Estimated output (per ha.): Production \times Price = $3000 \times 250 = \text{Rs. } 7,50,000/-$
(Estimated output (per Kani): Production \times Price = $\text{Rs. } 480 \times 250 = 1,20,000/-$)
- e. Upset Price (Minimum Lease Value) for **small ponds/tanks (@10%)** = Rs. 75,000/- per ha or Rs. 12,000/- per kani.
- f. Upset Price (Minimum Lease Value) for **medium ponds/tanks (@20%)** = Rs. 1,50,000/- per ha or Rs. 24,000/- per kani.
- g. Upset Price (Minimum Lease Value) for **large ponds/tanks (@30%)** = Rs. 2,25,000/- per ha or Rs. 36,000/- per kani.
- h. Upset Price (Minimum Lease Value) for long seasonal ponds used for grow out culture =
(Estimated upset price of the water body $\div 12$) \times period of culture (months)
- i. **Lease value at upset price for 05 (five) years:**

(Unit: in Rupees)

Year	Small Ponds/Tanks		Medium Ponds/Tanks		Large Ponds/Tanks	
	Per ha	Per Kani	Per ha	Per Kani	Per ha	Per Kani
1	75000	12000	150000	24000	225000	36000
2	78750	12600	157500	25200	236250	37800
3	82688	13230	165375	26460	248063	39690
4	86822	13892	173644	27783	260466	41675
5	91163	14586	182326	29172	273489	43758
Total	414422	66308	828845	132615	1243267	198923

N.B.: The above calculation may be used as reference only. The concerned authority will determine the upset price considering all factors as illustrated in this lease policy.

2. Estimation of Upset Price (Minimum Lease Value) for ponds/tanks for nursery/rearing:

- a. Anticipated Productivity: 5,00,000 nos./ha or 80,000 nos./Kani (For One cycle)
- b. Stocking rate of Spawn: 6.25 to 9.375 litres/ha or 1– 1.5 litres/kani.
- c. Average market price for fingerlings: Rs. 700/- per thousand.
- d. Estimated output (per ha.) for one crop: Production \times Price
 $= 500000 \times 0.7 = \text{Rs. } 3,50,000/-$
- e. Estimated output (per ha.) for two crop: Production \times Price
 $= 1000000 \times 0.7 = \text{Rs. } 7,00,000/-$
 (Estimated output (per Kani): Production \times Price = $160000 \times 0.7 = \text{Rs. } 1,12,000/-$)
- f. Upset Price (Minimum Lease Value) @ 10% = $700000 \times 0.10 = 70,000/-$ per ha or $1,12,000 \times 0.10 = \text{Rs. } 11,200/-$ per kani
- g. Lease value at upset price for 05 (five) years

(Unit: in Rupees)

Year	Small Ponds/Tanks	
	Per ha	Per Kani
1	70,000	11,200
2	73,500	11,760
3	77,175	12,348
4	81034	12,965
5	85086	13,613
Total	3,86,795	61,886

N.B.: The above calculation may be used as reference only. The concerned authority will determine the upset price considering all factors as illustrated in this lease policy.

ANNEXURE - II

Important points to remember:-

1. The Department of Fisheries, Government of Tripura will take the final decision regarding fixing of lease value and utilization of leased water body for type of fish farming.
2. The leased water body shall not be used for unlawful fisheries and fish farming activities like culture of banned or invasive species, use of gill nets for fishing, use of pesticides or dynamite fishing and electric fishing.
3. The lessee in no way should carry out activities which contribute to pollution of land and water resources.
4. The leased out water body shall not be used for illegal activities.
5. The lessee shall ensure harvesting of all crops before the end of lease period. Post lease period, the lessee will not be allowed to do any activity in the concerned water body.

ANNEXURE - III

**TENTATIVE LIST OF DEPARTMENTS HAVING WATER BODIES IN “
‘KHAS’ LAND OR NON-FOREST AREAS” OF TRIPURA**

Sl. No.	Name of Department under Govt. of Tripura	No. of water bodies in Khas Land or Non-Forest areas (in no.)	Area of water bodies in Khas Land or Non-Forest areas (in ha)
1	2	3	4
1	Rural Development (Panchayat)	1064	481.66
2	Urban Development	104	46.16
3	Home (Police)	37	9.80
4	Education (School & Higher)	75	13.60
5	Education (Social)	10	1.58
6	Animal Resource Development	10	3.48
7	Agriculture & farmers Welfare	18	5.40
8	Tribal Welfare	2	1.04
9	Sericulture	7	0.96
10	Fisheries	129	58.00
11	Health & family Welfare	5	1.60
12	Home (Fire Service)	2	0.28
13	Co- operatives	30	18.94
14	Home (Jail)	1	0.16
15	Horticulture	5	2.44
16	Science & Technology	1	0.08
17	Public Works Department	2	0.36
State Total=		1502	645.54

ANNEXURE – IV

STANDARD LEASE AGREEMENT FOR GOVERNMENT ‘KHAS’ LAND WATER BODY

This lease agreement is made and executed by and between the following ‘Khas’ land Water Body owner – Lessor Department and Lessee-Pisciculturist (s):

1. Water Body owner – Lessor Department

Name of the Authorized Signatory (s):		
Designation:		
Office Address:		

2. Lessee- Pisciculturist (s)

Name(s):		
D/o, S/o:		
Aged about:		
Occupation:		
Residing at:		

3. Subject and Duration of Lease Agreement

- 3.1.** The ‘Khas’ land Water body owner – Lessor Department -transfers and the Lessee-Pisciculturist accepts the following Water Body parcel as lease for use in aquaculture and allied activities:

Survey No. _____

Extent/Area: _____

Situated in: (Village/Block/District) _____

Bounded by

North :

South :

East :

West:

- 3.2.** The Water Body parcel is leased for the duration of _____ years with a starting date of _____ and an expiration date of _____, after which the Lessee-Pisciculturist will give up possession unless the parties extend the lease by mutual agreement.

- 3.3** If the water body owner – Lessor Department and Lessee-Pisciculturist mutually agree to extend

the lease period, they can do so by making entries in the table given in Section _____ of this Lease Agreement.

- 3.4. The Water body owner - Lessor Department guarantees that she/he/they are the absolute owner of the water body/bodies having inherited/purchased/received the same from _____ on _____ (date) through a partition/will/sale deed/gift/other as reflected in the following registered document and/or Record of Rights number:

- 3.5. The Water body owner - Lessor Department guarantees that the parcel is free of any encumbrances or restrictions with regard to its use for aquacultural production.

4. Payment

- 4.1. For use of the water body, the Lessee-Pisciculturist will pay the Water body owner - Lessor Department a lease amount in rupees as indicated in the following table:

Form of Payment	Amount	Due Date
Rupees	Rs _____ per year	

5. Rights and Obligations of the Water body owner – Lessor Department

- 5.1. The Water body owner - Lessor Department shall put the Lessee-Pisciculturist in possession of the leased out water body on the first day of the lease and shall not interfere with the Lessee-Pisciculturist's use and possession so long as the Lessee-Pisciculturist is in compliance with the terms of this agreement.
- 5.2. The Water body owner - Lessor Department shall have the right to take back the water body at the end of the agreed lease period, unless it is renewed again by mutual agreement of the Water body owner - Lessor Department and Lessee-Pisciculturist.
- 5.3. The Water body owner - Lessor Department shall have the right to alienate the leased-out water body including by sale, gift, and mortgage provided the Lessee- Pisciculturist is allowed to fish culture in the water body even after the alienation until the expiry of the agreed lease period, as per the law.
- 5.4. The Water body owner - Lessor Department shall have the right to terminate the lease agreement after providing notice and giving the Lessee- Pisciculturist 90-days to correct the violation if:
- The Lessee- Pisciculturist fails to pay the lease amount as mutually agreed in Section-4 of this Lease Agreement;
 - The Lessee- Pisciculturist uses the water body for purposes other than aquaculture and allied activities; or

- c. The Lessee- Pisciculturist fails to comply with any other provision of this Lease Agreement.

6. Rights and Obligations of the Lessee-Pisciculturist

- 6.1.** The Lessee-Pisciculturist shall not acquire any right over the water body other than those set forth in this lease agreement.
- 6.2.** The Lessee-Pisciculturist shall vacate the water body immediately at the end of the lease period or the mutually extended period without any encumbrances created during the lease period.
- 6.3.** The Lessee-Pisciculturist shall pay the lease amount in cash/cheque/online banking mode on time as specified in Section 4 of this lease agreement.
- 6.4.** The Lessee-Pisciculturist shall remain liable to the Water body owner - Lessor Department for any damage caused to the water body and any other immovable property on the water body.
- 6.5.** The Lessee-Pisciculturist is entitled to uninterrupted possession and use of the water body for the agreed period as per the Lease Agreement.
- 6.6.** The Lessee-Pisciculturist shall be entitled to obtain loans, crop insurance, disaster relief or any other related benefits or facilities provided to farmers by the State or Central Government based on their aquacultural use of the leased-in water body.
- 6.7.** The Lessee- Pisciculturist's rights under this lease agreement are not heritable. In the event of death of a single Lessee Pisciculturist during the lease period, water body shall revert to the Water body owner -Lessor Department at the end of the crop year, unless the Water body owner - Lessor Department and heirs of Lessee -Pisciculturist mutually agree to terminate the lease agreement earlier or to continue the lease for the remaining lease period or any extended period by entering into an agreement. In the case of multiple Lessee-Pisciculturist's, as long as one of the Lessee -Pisciculturist's is surviving, the lease agreement shall stand.

7. Resolving Disputes

- 7.1.** The Water body owner - Lessor Department and Lessee- Pisciculturist shall make all efforts to amicably settle any dispute between them arising out of this Lease Agreement, using third party mediation or Village Council or Gram Panchayat.
- 7.2.** If the dispute cannot be settled through the mechanisms in **Section 7.1**, then either party may file a petition before the competent authority or any other dispute resolution mechanism created by the District Collector or Government.
- 7.3.** If a dispute cannot be settled through the mechanisms under 7.1 and 7.2, the Water body owner - Lessor Department and Lessee- Pisciculturist shall approach the LokAdalats constituted under the National Legal Services Authority Act or a special water body tribunal created for the purpose.

8. Other Terms

- 8.1.** This lease agreement shall not create any occupancy right, protected tenancy right or any other related right in favour of the Lessee-Pisciculturist other than the rights contained in the lease agreement.
- 8.2.** This lease agreement shall not be entered into the Record of Rights.

8.3. This Lease Agreement will be executed in three original copies. The Water body owner - Lessor Department will keep one copy. The Lessee - Pisciculturist will keep one copy. The third copy will be kept by the following person (can by Chairman /Pradhan, Fishery Officer, or any other person) _____, who has been chosen by mutual agreement of the Water body owner - Lessor Department and the Lessee - Pisciculturist.

9. Other unique terms added by parties _____

10. Signatures:

In witness whereof, the Water body owner - Lessor Department and Lessee-Pisciculturist(s) have signed this Lease Agreement in token of their acceptance with their own free will and without any undue influence and coercion in the presence of witnesses.

WATER BODY OWNER - LESSOR DEPARTMENT LESSEE-PISCICULTURIST(S)

Signature(s) _____

Signature(s) _____

Date: _____ Date: _____

WITNESSES

Name _____ Signature _____

Date _____

Name _____ Signature _____

Date _____

ANNEXURE-V

Agreement to extend the Water body Lease Agreement

Upon expiration of the lease period described in Section 3.3, hereby the Water body owner - Lessor Department and the Lessee-Pisciculturist certify that the period of the Lease Agreement is prolonged as indicated in the table below.

I	II	III
Lease period extended: Number of Years and Expiry Date	Signatures	Date of Signing
Lease period is extended for another ____ year(s), expiring on _____ day of _____ (month), in year _____	_____ (Water body owner- Lessor Department) _____ (Lessee - Pisciculturist)	_____ day of _____ (month) in year _____
Lease period is extended for another _____ year(s), expiring on _____ day of _____ (month), in year _____	_____ (Water body owner- Lessor Department) _____ (Lessee - Pisciculturist)	_____ day of _____ (month) in year _____
Lease period is extended for another _____ year(s), expiring on _____ day of _____ (month), in year _____	_____ (Water body owner- Lessor Department) _____ (Lessee - Pisciculturist)	_____ day of _____ (month) in year _____
Lease period is extended for another _____ year(s), expiring on _____ day of _____ (month), in year _____	_____ (Water body owner- Lessor Department) _____ (Lessee - Pisciculturist)	_____ day of _____ (month) in year _____
Lease period is extended for another _____ year(s), expiring on _____ day of _____ (month), in year _____	_____ (Water body owner- Lessor Department) _____ (Lessee - Pisciculturist)	_____ day of _____ (month) in year _____

ANNEXURE-VI

For individual Tenderer Only

(Affidavit to be sworn in on non-judicial stamp paper of Rs.25/- only)

A F F I D A V I T

I, Sri/SmtS/O, D/o, Sri/Smt/late.....aged
about.....years by caste.....religion.....by Profession
.....resident of Vill..... P.O.....
Dist.....do hereby solemnly affirm and declare as follows :

1. That I am a citizen of India by birth and permanent resident of the aforesaid locality.
2. That I have read the Notice Inviting Tender dated..... floated by Department of
.....Government of Tripura and the Terms & Conditions attached therewith
for settlement of.....water body of district and have fully understood the same.
3. That after fully understood the terms & conditions for settlement, I personally
inspected..... water body and got fully apprised of the actual water area and other
for the said water body.
4. That I have quoted the rate in the tender for settlement of the said water body taking into
consideration of the local conditions & water area of the said water body.
5. That I shall not claim for remission or reduction of revenue nor shall held responsible the
Department ofGovernment of Tripura for any reason, whatsoever against
the settlement & management of the said water body.
6. That this affidavit will be sworn as documentary evidence to prove that I have signed the tender
submitted for..... water body and accepted the terms & conditions attached with the
tender notice for water body.
7. That the statements made above in paras are true to the best of my knowledge and belief & nothing
has been concealed herewith.

A N D

I sign this affidavit on.....day of.....of.....2021

Identified by

Signature of the Deponent

Advocate

Solemnly affirmed & declared before me by

Deponent who is identified by Sri

Advocate.....on.....this day of.....of.....2021

ANNEXURE-VII

Applicable for Society Tenderer

(Affidavit to be sworn in on non-judicial stamp paper of Rs.25/- only)

A F F I D A V I T

I, Sri/Smtbeing the President /Secretary (Name of the Society.....) S/O, D/o, Sri/Smt/late.....aged about.....years by caste.....religion.....by Professionresident of Vill..... P.O..... Dist.....do hereby solemnly affirm and declare on behalf of the said Society as follows :

1. That I am a citizen of India by birth and permanent resident of the aforesaid locality.
2. That I have read the Notice Inviting Tender dated..... floated by Department ofGovernment of Tripura and the Terms& Conditions attached therewith for settlement of.....water body of district and have fully understood the same.
3. That after fully understood the terms & conditions for settlement, I personally inspected..... water body and got fully apprised of the actual water area and other for the said water body.
4. That I have quoted the rate in the tender for settlement of the said water body taking into consideration of the local conditions & water area of the said water body.
5. That I shall not claim for remission of reduction of revenue nor shall held responsible the Department ofGovernment of Tripura for any reason, whatsoever against the settlement & management of the said water body.
6. That this affidavit will be sworn as documentary evidence to prove that I have signed the tender submitted for..... water body and accepted the terms & conditions attached with the tender notice for water body.
7. That the statements made above in paras are true to the best of my knowledge and belief & nothing has been concealed herewith.

A N D

I sign this affidavit on.....day of.....of.....2021

Identified by

Signature of the Deponent

Advocate

Solemnly affirmed & declared before me by

Deponent who is identified by Sri
Advocate.....on.....this day of.....of.....2021

ANNEXURE-VIII

Check list for Renewal of Lease License of water body under Department of, Government of Tripura

1. Name of water body :
2. Name of Lessee :
3. Period of settlement :
4. Lease value per year :
5. Total lease value for 5 years :

Accounts Sector

1. Last year Lease value :
2. Last year Lease value paid :
3. Last year Lease value Default or balance :
4. Whether Last year lease money paid regularly or not :
5. Interest paid for delay of lease money deposition :
6. Current year i) Year :
ii) Lease Value :
7. Insurance of Fisherman i) Nos. :
ii) Cost :

Approved by Signature

Accounts Officer Authorized officials of A/C Branch

Technical Sector

Area of water body:

Capture Fisheries area: Ha. Culture Fisheries area: Ha.

1. Last year Action plan completed or not :
2. Last year development activities :
3. Details of Last year- Release of fish seeds :Nos.:
Size :
Species :
4. Last year Fish Production Table size fish:
Small fish:
Rate of production (kg/ha/year):
5. Total sale proceeds : Rs.
6. Total Cost of development Activities :
7. Action plan for current year :
8. Status of water body at present :
9. Fishing operations & process :
10. Ban period is followed by the lessee & Fisherman or not :
11. Nos. of seizing gears during fishing ban period :
12. Encroachment protection care taken up or not :

Signature of FO (Block) /FA

F.O (HQ)

Approved by